

(2003) 07 AHC CK 0160

In the Allahabad High Court

Case No : Civil Miscellaneous Writ Petition No. 7448 of 1998

D.C.M. Sriram Industries, Unit-Daurala Sugar Works

APPELLANT

Vs

Presiding Officer, Labour Court-II and Another

RESPONDENT

Date of Decision : 07-07-2003

Acts Referred:

Constitution of India, 1950 — Article 226

Uttar Pradesh Industrial Disputes Act, 1947 — Section 6(2), 6N

Citation : (2003) 5 AWC 4533 : (2003) 3 UPLBEC 2817

Hon'ble Judges : Anjani Kumar, J

Bench : Single Bench

Advocate : Tarun Agarwala, for the Appellant; Sidharth and S.C., for the Respondent

Final Decision : Dismissed

Judgement

Anjani Kumar, J.—Petitioner-employer aggrieved by an award of the Labour Court, U.P., Varanasi dated 8th August, 1997, passed in Adjudication Case No. 75 of 1991, approached this Court by means of present writ petition under Article 226 of the Constitution of India, copy whereof is annexed as Annexure-"1" to the writ petition.

2. The following reference was made to the Labour Court for adjudication :-

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3. After the reference was received, both the parties have filed written statement and adduced evidence before the Labour Court. The case set up by the concerned workman before the Labour Court was that he was working with the employer with effect from October, 1982 and since then he is continuously working with hard work and honesty and to the satisfaction of his higher officers,

but the employer have terminated his services without giving him any notice in writing or without disclosing any fact.

4. The employer have set up their case before the Labour Court that D.C.M. Shriram Industries Ltd. is an unit of Daurala Sugar Works and the fact, which has been stated by the workman in his written statement, is not correct. The employer have further stated that several complaints have been received against the workman concerned and on enquiry the same has been found true, therefore, the employer have lost their confidence.

5. The Labour Court after going through the entire pleadings and the evidence on record has found that the workman concerned has completed more than 240 days of working in the previous calendar year on the date when his services have been terminated and admittedly the provision with regard to payment of compensation for retrenchment has not been complied with by the employer. Therefore, Labour Court has held that the workman concerned is entitled for reinstatement with continuity of service and full back wages. This finding being findings of fact cannot be assailed and no ground is made out by the employer for interference with this finding in exercise of power under Article 226 of the Constitution of India.

6. It has been next argued by learned Counsel for the employer that the Labour Court has not considered the case set up by the employer that the employer has lost confidence with the workman. In this view of the matter, this Court declines to interfere with the findings recorded by the Labour Court, as the findings recorded by the Labour Court on the basis of the pleadings and the evidence adduced on behalf of the parties. Learned Counsel for the petitioner lastly contended that on the principles of "No work No pay", since the workman concerned admittedly has not worked during all these years, the award of the Labour Court deserves to be modified.

7. In view of the law laid down by the Apex Court and also by this Court, the ends of Justice will meet if the award of the Labour Court is modified to the extent that the workman concerned will be entitled only half of the wages from the date of termination of his services till the date of the award and thereafter he shall be entitled to full back wages.

8. In view of what has been stated above, this writ petition has no merit and is accordingly dismissed with the modification to the extent that the workman concerned shall be entitled to half back wages from the date of termination of his services till the date of the award and thereafter workman shall be entitled for full back wages. The interim order, if any, stands vacated. However, there shall be no order as to costs.